

Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



GTE Network
Services

HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
972/718-4586
FAX 972/719-1523

April 21, 2000

Mr. Robert E. Heath
Executive Vice President
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Dear Mr. Heath:

GTE has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"). American Fiber Network, Inc. ("AFN") wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of Illinois, Inc. ("AT&T") and GTE that was approved by the Commission as an effective agreement in the State of Illinois in Docket No. 99 AA-001 (the "Terms")¹. I understand you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

1. By your countersignature on this letter, you hereby represent and commit to the following three points:
 - (A) AFN adopts the Terms of the AT&T arbitrated agreement for interconnection with GTE and in applying the Terms, agrees that AFN shall be substituted in place of AT&T in the Terms wherever appropriate.
 - (B) AFN requests that notice to AFN as may be required under the Terms shall be provided as follows:

To : American Fiber Network, Inc.
Attention: Mr. Robert E. Heath
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210
Telephone number: (913) 338-0000
FAX number: (913) 661-0538

¹ These "agreements" are not agreements in the generally accepted understanding of that term. GTE was required to

- (C) AFN represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only.
2. AFN's adoption of the AT&T arbitrated Terms shall become effective upon GTE's filing of this letter with the Illinois Commerce Commission and remain in effect no longer than the date the AT&T arbitrated Terms are terminated. The AT&T arbitrated agreement is currently scheduled to expire on June 28, 2002.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of the Terms or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 99 AA-001, or to seek review in any way of any provisions included in these Terms as a result of AFN's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by either GTE or AFN that any contractual provision required by the Commission in Docket No. 99 AA-001 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and AFN expressly reserve their full right to assert and pursue claims arising from or related to the Terms.
 5. GTE reserves the right to deny AFN's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to AFN are greater than the costs of providing it to AT&T;

- (b) if the provision of the Terms to AFN is not technically feasible; and/or
 - (c) to the extent AFN already has an existing interconnection agreement (or existing 252(i) adoption) with GTE and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
6. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. GTE never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based. With this in mind, GTE opposes, and reserves the right to deny, the adoption and/or the application of the provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation.
7. Should AFN attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, GTE reserves its rights to seek appropriate legal and/or equitable relief.

Please sign this letter on the space provided below and return it to the undersigned.

Sincerely,

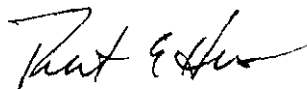
GTE NORTH INCORPORATED
GTE SOUTH INCORPORATED



Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection

Reviewed and countersigned as to points A, B, and C of paragraph 1:

AMERICAN FIBER NETWORK, INC.



(SIGNATURE)

(PRINT NAME)

Mr. Robert Heath
April 21, 2000
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c: Renée Ragsdale - GTE

BEFORE THE
ILLINOIS COMMERCE COMMISSION

| | | |
|---|---|-------|
| GTE NORTH INCORPORATED, |) | |
| GTE SOUTH INCORPORATED, AND |) | |
| AMERICAN FIBER NETWORK, INC. |) | |
| |) | |
| |) | |
| Joint Petition of GTE North Incorporated, |) | _____ |
| GTE South Incorporated, and |) | |
| American Fiber Network, Inc. |) | |
| For Adoption |) | |
| Pursuant To 47 U.S.C. § 252 (i) |) | |
| Regarding Adoption |) | |
| of an Interconnection Agreement |) | |

STATEMENT IN SUPPORT OF
ADOPTION OF AN INTERCONNECTION AGREEMENT
AMONG GTE NORTH INCORPORATED,
GTE SOUTH INCORPORATED, AND AMERICAN FIBER NETWORK, INC.

GTE North Incorporated and GTE South Incorporated, Joint Petitioners herein, make the following Statement in Support of Adoption of an Interconnection Agreement Among GTE North Incorporated, GTE South Incorporated, and American Fiber Network, Inc.


1. Pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Federal Act"), American Fiber Network, Inc. ("AFN") notified GTE North Incorporated and GTE South Incorporated (collectively, "GTE") that it desired to adopt the terms of the Interconnection Agreement ("Agreement") between GTE and AT&T Communications of Illinois, Inc. approved by the Illinois Commerce Commission in Docket No. 99-AA-001. Subsequent to this, GTE and AFN signed an adoption letter relating to AFN's adoption of the terms of the Agreement.

2. GTE will continue to make the arrangements set forth in the Agreement available on the same terms and conditions to any duly authorized telecommunications carrier operating

within the State of Illinois to the extent required and permitted under Section 252(i) of the Federal Act. Thus, this filing is not discriminatory.

GTE North Incorporated and GTE South Incorporated respectfully submit the Adoption of an Interconnection Agreement Among GTE North Incorporated, GTE South Incorporated, and American Fiber Network, Inc.

Respectfully submitted this 1 day of June, 2000.


JAMES R. HARGRAVE
Assistant Vice President-Regulatory
& Governmental Affairs